

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C.

In the Matter of	)	
	)	
Amendment of Section 73.202(b)	)	MM Docket No. 96-10
Table of Allotments	)	RM-8738
FM Broadcast Stations	)	RM-8799
(Farmersville, Blue Ridge,	)	RM-8800
Bridgeport, Eastland,	)	RM-8801
Flower Mound, Greenville,	)	
Henderson, Jacksboro,	)	
Mineola, Mt. Enterprise,	)	
Sherman and Tatum, Texas;	)	
and Ada, Ardmore and	)	
Comanche, Oklahoma)	)	

TO: Chief, Allocations Branch  
Policy and Rules Division  
Mass Media Bureau

**JOINT SUPPLEMENT REGARDING  
COMANCHE, OKLAHOMA AND COMANCHE RADIO, L.L.C.**

Hunt Broadcasting, Inc. ("Hunt") and Comanche Radio, L.L.C. ("Comanche"), by their respective counsel, hereby submit this joint supplemental pleading with declarations signed by principals of the two parties in response to a request from the Commission staff. The Commission's staff has requested that the parties clarify certain provisions of the "Consent Agreement" dated July 10, 1996 and submitted in the "Supplement to Joint Request for Settlement" and the "Request to Withdraw Comments of Comanche Radio, L.L.C." both filed on July 18, 1996. The staff also requests that the parties disclose the exact amount of reimbursement and how it is to be itemized.

Specifically, the Commission staff requests the parties to represent: (1) that Comanche did not file its application of May 2,

1996 for the purpose of inducing Hunt to pay for its withdrawal; (2) that the parties did not allocate any portion of the consideration to be paid to Comanche for the purpose of having Comanche forego the opportunity to file a Class C2 application; and (3) that the parties did not later agree to a payment in consideration of Comanche withdrawing the application at a later date.

In the attached Declarations, principals of both parties state that: (1) Hunt has not paid, agreed to pay or promised to pay any consideration in exchange for Comanche Radio, L.L.C.'s willingness to withdraw its application; (2) that the parties did not agree to or even discuss having a portion of the reimbursement payment allocated to having Comanche forego the filing of a Class C2 application; and (3) Comanche's principal states that the application was not filed for the purpose of inducing Hunt Broadcasting, Inc., or any other party to pay for its withdrawal.

The parties entered into a "Consent Agreement"<sup>1/</sup> whereby Hunt would reimburse Comanche Radio, L.L.C., as the licensee, for the reasonable costs of changing channels, relocating the transmitter site and related expenses. There was no mention in the agreement of a payment related to the filing of or dismissal of the Class C2 application. In addition, the agreement does not itemize the expenses but provides for an amount based on the projected costs.


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<sup>1/</sup> The agreement was previously submitted by Comanche Radio, L.L.C. on July 18, 1996 in its "Request to Withdraw Comments of Comanche Radio, L.L.C." and by Hunt Broadcasting, Inc. on July 18, 1996 in its "Supplement to Joint Request for Settlement".

Accordingly, Hunt Broadcasting, Inc., and Comanche Radio, L.L.C., by their attached declarations, hereby affirm that the "Consent Agreement" did not contemplate a payment for Comanche's willingness to withdraw its application for the Class C2 channel. The payment to be made by Hunt to Comanche was for the purpose of reimbursing Comanche as the licensee of Station KDDQ for the costs of changing its channel, transmitter site and related expenses. Furthermore, there is no other agreement between the parties contemplating a payment by Hunt for the withdrawal of Comanche's application or for Comanche foregoing the filing of a Class C2 application. Should the Commission nevertheless request that the parties disclose the exact amount of reimbursement, the parties are willing to do so in camera rather than by public filing.

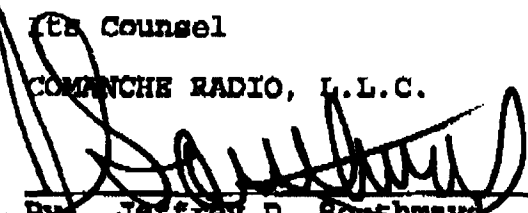
Respectfully submitted,

HUNT BROADCASTING COMPANY, INC.

  
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Its Counsel

COMANCHE RADIO, L.L.C.

  
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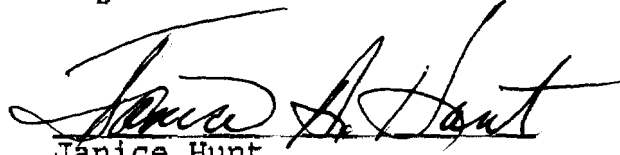
Its Counsel

August 5, 1997

DECLARATION

I, Janice Hunt, President of Hunt Broadcasting, Inc., hereby state that neither I nor any other principal of Hunt Broadcasting, Inc., has paid, agreed to pay or promised to pay Comanche Radio, L.L.C. to withdraw the application it filed for a Class C2 facility at Comanche, Oklahoma. Furthermore, the agreement signed by Hunt Broadcasting, Inc. and Comanche Radio, L.L.C. did not contemplate and the parties never discussed the allocation of a portion of the expenses for the purpose of having Comanche Radio, L.L.C. forego the filing of a Class C2 application. The agreement was designed to reimburse Comanche Radio, L.L.C. for the expenses related to the channel change and transmitter site relocation. There is no other agreement between Hunt Broadcasting, Inc. and Comanche Radio, L.L.C. in which a payment would be made for the withdrawal of the Class C2 application.

I hereby certify that the statements are true, complete and correct to the best of my knowledge and belief and are made in good faith.

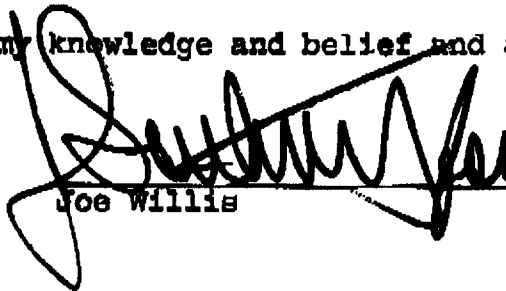
  
Janice Hunt,  
President  
Hunt Broadcasting, Inc.

August 4, 1997

**DECLARATION**

I, Joe Willis, Member of Comanche Radio, L.L.C., hereby state that neither Hunt Broadcasting, Inc. nor any other party has paid, agreed to pay or promised to pay any consideration to withdraw the application filed for a Class C2 facility for Station KDDQ, Comanche, Oklahoma. In addition, the agreement does not allocate any portion of the reimbursement expenses for the purpose of having Comanche Radio, L.L.C. forego the filing of a Class C2 application. I also state that the application was not filed with the intention of inducing any party to pay for the withdrawal of the application. Rather the application was filed to upgrade the station to a Class C2 facility as had been granted years before but never applied for by the previous licensee.

I hereby state that the above statements are true, complete and correct to the best of my knowledge and belief and are made in good faith.



Joe Willis

August 4, 1997

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### CERTIFICATE OF SERVICE

I, Lisa M. Balzer, a secretary in the law firm of Ginsburg, Feldman and Bress Chartered, do hereby certify that I have this 5th day of August, 1997, caused to be mailed by first class mail, postage prepaid, copies of the foregoing "JOINT SUPPLEMENT REGARDING COMANCHE, OKLAHOMA AND COMANCHE RADIO, L.L.C." to the following:

- \* Mr. John A. Karousos  
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- \* Robert Hayne, Esq.  
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